

RAJASTHAN STATE JUDICIAL ACADEMY

Jhalamand Circle, Old Pali Road, Jodhpur - 342 013

Phone : 0291-2720107, 2721787 & 2721788 (fax) 2720108

Email : rsjadir-jod-rj@nic.in Website: rajasthanjudicialacademy.nic.in

क्रमांक:रारान्याअ/स्टोर(प्रशिक्षण)/2019-20/24

फरवरी 20 , 2020

:: निविदा सूचना ::

राजस्थान राज्य न्यायिक अकादमी, जोधपुर के कार्यालय के उपयोगार्थ जूट फोल्डर, बैग्स, लेपटॉप बैग्स, डायरी मय प्रतीक चिन्ह (logo of Academy) इत्यादि सामग्री नमूनानुसार दर संविदा के आधार पर क्रय करने हेतु प्राधिकृत विनिर्माताओं/डिलरों/थोक विक्रेताओं /फर्म एवं संस्थाओं से मोहरबंद निविदाएं आमंत्रित की जाती है। दरें एक वर्ष तक मान्य रहेगी। अनुमानित मूल्य 07.00 लाख रूपये।

01	धरोहर राशि	14000.00
02	फार्म फीस	500.00
02	निविदा प्रपत्र जमा कराने की अंतिम दिनांक	29.02.2020 (02:00 पी.एम. तक)
03	निविदा प्रपत्र खोलने की दिनांक	29.02.2020 (04:00 पी.एम.)
04	UBN NO.	

निविदा का विस्तृत विवरण एवं शर्तें इस कार्यालय की वेबसाइट www.rajasthanjudicialacademy.nic.in एवं spps portal पर देखी जा सकता है।

आज्ञा से



निदेशक

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Form No....

ANNEXURE-1

कार्यालय : राजस्थान राज्य न्यायिक अकादमी, जोधपुर

(जूट फोल्डर, बैग्स, लेपटॉप बैग्स, आरजेएस डायरी क्रय करने हेतु की गई निविदा के संबंध में निविदा प्रपत्र)

- निविदा प्रस्तुत करने वाली :
फर्म का नाम, पता व
दूरभाष नंबर
जीएसटी नं.
- निविदा में वर्णित अनुसार हमारी फर्म द्वारा आपके कार्यालय द्वारा की गई निविदा सूचना क्रमांक 24 दिनांक 20.02.2020 के तहत निम्न आइटम्स की सॅप्लाई हेतु दरें प्रस्तुत की जा रही है।

<u>S.No.</u>	<u>Name of Item</u>	<u>Estimated Quantity required</u>	<u>Quoted Rate including all taxes (F.O.R.) (Per Piece)</u>
01	Jute Folder as per sample (Demo)	1000	
02	Bags for RJS Trainee Officers as per sample(Demo)	200	
03	Laptop bag for inservice training officer as per sample (Demo)	1000	
04	bag for inservice trng. officers as per sample (Demo)	500	
05	RJS Diary (400 pages) as per sample (Demo)	300	
06	RJS Diary (200 pages) as per sample (Demo)	200	

- हमारी फर्म आपके कार्यालय द्वारा दिये गये सप्लाई आदेश में वर्णित अनुसार निश्चित तिथि तक माल सप्लाई किये जाने हेतु बाध्य रहेगी।

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4. हमारी फर्म आपके कार्यालय द्वारा स्वीकृत नमूनेनुसार, वांछित क्वालिटी एवं मापदण्ड की सामग्री की ही सप्लाई किये जाने हेतु बाध्य रहेगी।
5. हमारी फर्म द्वारा अमानत राशि रूपये..... जरिये Banker's Cheque/DD No./ P.R. No. दिनांक.....राशि रूपये 14000.00 जमा कराई गई, मूल प्रति संलग्न है। एवं निविदा शुल्क राशि डीडी/बैंकर चैक नं. दिनांक..... रूपये 500/- संलग्न है।
6. हमारी फर्म उपरोक्त सामग्री सप्लाई करने के लिए अधिकृत है व बिक्री विभाग में पंजीकृत है। हमारी फर्म GSTIN NO.के PAN NO. एवं है।
7. Bank Accounts details of firm regarding RTGS/ESC -
Name of Bank.....A/C No.....
BranchIFSC.....MICR.....
8. हमारी फर्म द्वारा निविदा प्रपत्र (Anex.-1), अन्य वांछित दस्तावेज हस्ताक्षर मय सील कर प्रस्तुत किए जा रहे हैं।
9. हमारी फर्म द्वारा उक्त निविदा के तहत दी गई सामग्री का नमूना हस्ताक्षर मय सील आपके कार्यालय में निविदा खोले जाने से पूर्व कार्यालय में भौतिक रूप से प्रस्तुत करूंगा।
10. हमारी फर्म द्वारा पिछले तीन वर्ष का कुल न्यूनतम 10 लाख का टर्नओवर संलग्न प्रस्तुत है।

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर

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आवश्यक शर्तें निम्नानुसार हैं:-

1. निविदादाता द्वारा प्रस्तुत दर, सभी प्रकार के कर सम्मिलित कर प्रस्तुत की जानी होगी ।
2. निविदा में वर्णित सामग्री का सैम्पल कार्यालय कार्य समय व दिवसों में देखा जा सकता है। निविदादाता द्वारा अवलोकनार्थ प्रस्तुत सैम्पल/ कार्यालय में उपलब्ध सैम्पल के अनुरूप अन्य नमूना (सैम्पल) मय दर अवलोकनार्थ प्रस्तुत करना होगा। निविदादाता को अवलोकनार्थ प्रस्तुत सैम्पल अनुरूप स्वीकृत नमूना के अनुसार ही सामग्री उपलब्ध करानी होगी।
3. अधोहस्ताक्षकर्ता निविदा बिना कारण स्वीकृत अथवा अस्वीकृत करने का पूर्ण अधिकारी होगा। साथ ही अधोहस्ताक्षकर्ता न्यूनतम दर की निविदा स्वीकार करने को बाध्य नहीं होंगे। दरें सामग्री की गुणवत्ता व दरों के तुलनात्मकता के आधार पर स्वीकृत की जाएगी।
4. निविदादाता द्वारा निविदा के साथ अथवा उससे पूर्व बयाना राशि विहित रूप में जमा करानी अनिवार्य है जिसके बिना निविदा निरस्त समझी जायेगी।
5. विभाग को किसी भी स्तर पर निविदा को, पूर्ण अथवा भाग को, स्वीकार अथवा निरस्त करने का पूर्ण अधिकार होगा। अस्वीकृत/निरस्त निविदाओं के निविदादाताओं से कोई विचार-विमर्श नहीं किया जायेगा।
6. निविदा प्रपत्र में बतायी गयी शर्तों के अतिरिक्त निविदादाता की कोई भी अन्य शर्त स्वीकार नहीं की जायेगी।
7. किसी भी वस्तु की गुणवत्ता के सम्बन्ध में स्थायी मानक व मापदण्ड नहीं होने की दशा में उसकी सप्लाई प्रस्तुत किये गये नमूने अथवा क्रय समिति द्वारा दिये गये मापदण्ड के अनुसार ही होनी चाहियें।
8. निविदादाताओं को स्टेशनरी आइटम्स हेतु निविदा प्रपत्र में वर्णित सामग्री का अलग से एक एक नमूना इस कार्यालय में निविदा के साथ प्रस्तुत करना होगा, जो कि निविदा के निस्तारण के पश्चात सम्बन्धित को लौटा दिया जायेगा।

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9. सफल निविदादाता के स्वीकृत नमूने अनुबंध समाप्ति तक कार्यालय में रोके जायेंगे इनके जॉच इत्यादि अथवा अन्य कारणों से हुये नुकसान के लिये वह उनकी लागत के सम्बन्ध में किसी भी प्रकार का दावा नहीं कर सकता है।
10. सभी निविदादाताओं को अपने द्वारा प्रस्तुत फार्म में ही दरों को आवश्यक रूप से अंकित करना है ताकि प्राप्त दरों का तुलनात्मक अध्ययन आसानी से किया जा सके।
11. निविदादाता को निविदा प्रपत्र के अनुरूप 2 प्रतिशत राशि डिमाण्ड ड्राफ्ट / बैंकर चैक के रूप में अमानत राशि हेतु जो कि 'निदेशक, राजस्थान राज्य न्यायिक अकादमी, जोधपुर के नाम से देय हो, निविदा के साथ संलग्न करना होगा।
12. सफल निविदादाता को सप्लाई आदेश प्राप्ति के पश्चात 7 दिवस के भीतर के नियम 75 के प्रावधानों के अनुसार 5 प्रतिशत राशि नकद/बैंक गारण्टी/ डी.डी प्रतिभूति के रूप निदेशक, राजस्थान राज्य न्यायिक अकादमी, जोधपुर में जमा करानी होगी, जिसको पूर्व में जमा 2 प्रतिशत अमानत राशि का समायोजन किया जा सकेगा।
13. यदि कोई निविदा प्रपत्र बिना धरोहर राशि के अथवा निर्धारित अमानत राशि के कम का पाया जाता है तो उसे बिना कारण बताये अस्वीकार किये जाने का अधिकार अधोहस्ताक्षरकर्ता के पास होगा।
14. सभी असफल निविदादाताओं को उनके द्वारा जमा अमानत राशि निविदा के सफल निस्तारण के पश्चात लौटा दी जायेगी तथा इसके लिये किसी प्रकार ब्याज इत्यादि देय नहीं होगा।
15. निविदा प्रपत्र में दरें भारतीय रूपयें में लिखी होनी चाहिये, वर्णित दरें Inclusive all taxes एवं F.O.R. कार्यालय स्टोर/निर्देशनुसार होनी चाहिये।

16. प्रतिभूति राशि का समपहरण

निम्नलिखित मामलों में प्रतिभूति राशि को समपहत कर लिया जाएगा:-

- (a) जब संविदा में किन्हीं निबंधनों और शर्तों का उल्लंघन किया गया हो,
- (b) जब निविदादाता सम्पूर्ण प्रदाय सन्तोषजनक ढंग से करने में असफल रहता हो,
- (c) जमा कराई गई प्रतिभूति निक्षेप को समपहत करने से पूर्व युक्तियुक्त समय देते हुए निविदादाता को नोटिस दिया जाएगा,



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(d) बयाना राशि/प्रतिभूति निक्षेप की समपहृत की गयी राशि सम्बन्धित विभाग के शीर्ष "अन्य प्राप्तियों" में जमा करायी जाएगी तथा अंतरण प्रविष्टि की व्यवस्था के लिए आवश्यक कार्यवाही की जाएगी।

(e) प्रतिभूति निक्षेप का प्रतिदाय:- अनुबन्ध की अवधि समाप्त होने के तीन माह पश्चात प्रतिभूति निक्षेप निविदादाता को लौटा दिया जावेगा।

17. सफल निविदादाता का सप्लाई आदेश प्राप्ति के 07 दिन के भीतर-भीतर ही सप्लाई कार्य पूर्ण करना होगा। सप्लाई कि गई सामग्री नियमानुसार नहीं पाये जाने पर सप्लाई आदेश निरस्त कर धरोहर राशि जब्त कर नियमानुसार कार्यवाही की जायेगी।

18. अग्रिम भुगतान देय नहीं होगा। संतोषप्रद सप्लाई के पश्चात ही भुगतान देय होगा। प्रत्येक सप्लाई आदेश की सप्लाई एक साथ ही करनी होगी। वस्तु/सामान निर्धारित मापदण्ड /गुणवता का नहीं होने पर निविदा दाता के हर्जे खर्चे पर पुनः लौटा दिया जायेगा तथा वांछित सामान बाजार से क्रय किया जाएगा। इस संबंध में जिसकी अंतर राशि संबंधित निविदादाता से वसूल की जायेगी। उक्त कार्य के संपादन में यदि किसी भी प्रकार की हानि होती है। तो इसके लिए कार्यालय किसी भी प्रकार की क्षतिपूर्ति नहीं करेगा न ही कोई जिम्मेवार होगी।

19. निविदाएं निम्न कारणों से अपात्र घोषित की जा सकती है।

(a) बिना बयाना राशि के जमा निविदाएं।

(b) अपूर्ण निविदादाएं

(c) भ्रामक अथवा गलत तथ्य/दावे प्रस्तुत करने वाली निविदायें

(d) विभाग द्वारा चाहे गये स्पष्टीकरण को न प्रदान कर पाना / तय समय से देरी प्रदान करना।

(e) एक से ज्यादा निविदाएं प्रस्तुत करना। ऐसा होने पर फर्म द्वारा भरी गयी समस्त निविदाएं तकनीकी मूल्यांकन में निरस्त की जा सकेगी।

(f) अपूर्ण व सशर्त निविदा प्रस्तुत करना।

(g) तकनीकी अहर्ताओं का पूर्ण न कर पानां

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- (h) निविदादाताओं अथवा उसकी किसी प्रतिनिधि का अवांछित रूप से प्रभाव डालना/डलवाना, विवाद इत्यादि करना, रिश्वत इत्यादि का प्रस्ताव अथवा गैर कानूनी रूप से तुष्टीकरण करना।
- (i) अल्प वैधता वाली निविदा प्रस्तुत करना।
20. संविदा को किसी स्तर पर रद्द करने का अधिकार निदेशक, राजस्थान राज्य न्यायिक अकादमी, जोधपुर में निहित रहेगा। न्यूनतम दरें स्वीकार करना अनिवार्य नहीं है।
21. सूची में जिन आइटम्स के सम्मुख "As per Sample" लिखा गया है/साथ ही यदि कार्यालय सैम्पल के अलावा कोई सैम्पल अवलोकनार्थ प्रस्तुत किया जाता है तो इच्छुक फर्म अन्तिम तिथि से पूर्व कार्यालय समय में उक्त आइटम्स के Sample का निरीक्षण कार्यालय के भण्डारगृह में कर सकती है।
22. क्रय समिति की बैठक में सम्बन्धित फर्मों को अपने आइटम्स अवलोकनार्थ/निरीक्षणार्थ माननीय क्रय समिति के समक्ष आवश्यक रूप से प्रस्तुत करने होंगे।
23. उक्त सभी आइटम्स की सप्लाई नियत समय में इस कार्यालय में आवश्यक रूप से करनी अनिवार्य है।
24. चूकिं उक्त सामग्री अकादमी में प्रशिक्षण के दौरान न्यायिक अधिकारीगणों को प्रदान की जाती है अतः सामग्री के मानकीकरण की उपयुक्तता हेतु उपापन संस्था सामग्री की गुणवत्ता एवं दरों के समन्वय को देखते हुए Most Advantageous निर्णय लेने हेतु स्वतंत्र है।
25. उपरोक्त शर्तों के अतिरिक्त जहाँ आवश्यक हो राजस्थान सरकार के General Financial and Accounts Rules के नियम एवं Transparency in Public Procurement Rules, 2013 के प्रावधान लागू होंगे।
26. उपरोक्त सामग्री कम या अधिक हो सकती है तथा आवश्यकतानुसार क्रयादेश प्रदान किए जा सकेंगे।

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27. इस कार्यालय द्वारा नियमानुसार सभी करों की कटौती निविदादाता द्वारा प्रस्तुत बिलों में से की जावेगी ।
28. स्वीकृतसुदा निविदादाता द्वारा भुगतान हेतु प्रस्तुत बिल पर PAN NO./ G.S.T. NO. (Copy Enclosed) का उल्लेख आवश्यक रूप से करना होगा ।
29. निविदादाता फर्म को गत तीन वित्तीय वर्ष में कुल न्यूनतम 10 लाख का टर्नओवर बाबत (2016-17, 2017-18 एवं 2018-19) का आयकर रिटर्न मय अंतिम लेखा (Balance Sheet) पुष्टि हेतु प्रस्तुत करना आवश्यक है ।
30. शेष शर्तें सा.वित्तीय एवं लेखा नियमों एवं RTPP नियमों के प्रावधानों के अनुसार होगी ।

दिनांक :

हस्ताक्षर निविदादाता

स्थान :

मय पता सील मोहर

निदेशक

क्रमांक:रारान्याअ/स्टोर(प्रशिक्षण)/2019-20/466

फरवरी 20, 2020

प्रतिलिपि :

- 1.नोटिस बोर्ड, राजस्थान राज्य न्यायिक अकादमी, जोधपुर ।
- 2.नोटिस बोर्ड, माननीय राजस्थान उच्च न्यायालय, जोधपुर ।
- 3.मैं.

निदेशक



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Annexure-A

COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any Information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest :-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in Conflict of interest with one or more parties in a bidding process if, including but not limited to;

- (a) have controlling partners/shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of the Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- (e) the bidder participates in more than one Bid in abiding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

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- (f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.



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ANNEXURE- B DECLARATION BY THE BIDDER REGARDING QUALIFICATION

DECLARATION BY THE BIDDER

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bid No. Dated..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document;
3. I/We are not insolvent in receivership , bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and Bidding Document, which materially affects fair competition;

Date:
Place :

Signature of Bidder

Name:

Designation:
Address:



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Annexure-C Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority

(1) Filling an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a bidder whose technical bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para(1) fails to dispose of the appeal filed within the period specified in para(2), or if the Bidder or prospective bidder of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, decided by the competent authority under RTPP Rules.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality

(5) Form of Appeal

- (a) An appeal under para(1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any. Affidavit verifying the facts stated in the appeal and proof of payment of fee.



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(c) Every appeal may be presented to Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for Filing Appeal

(a) Fee for filling appeal shall be rupees two thousand five hundred, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft of banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the Appellate Authority, as the case may be, shall,-

(i) Hear all the parties to appeal present before him; and

(ii) Peruse or inspect documents, relevant records or copies there of relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies there of relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.



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Form No. - 1

Memorandum of Appeal
(See sub-rule 1 of rule 83)

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of.....

.....

Before.....(Appellate Authority)

1 Particulars of appellant:

(i) Name and father's name of the appellant

:.....

(ii) Official address

:.....

.....
(iii) Residential address

:.....

.....

2. Name and address of the respondent(s)

(i)

.....

.....

(ii)

.....

.....

(iii)

.....

.....

2. Number and date of the order appealed against and name and designation of the officer / authority who passed the order, or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved

.....

.....

3. If the Appellant proposes to be represented by

:.....



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a representative the name and postal address

.....

of the representative.

.....

5. Number of affidavits and documents enclose with the appeal:

6. Grounds of appeal:-

.....

.....

.....

(Supported by an affidavit)

7. Prayer

.....

.....

.....

Place

Date

Appellant's Signature



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ANNEXURE- "D" ADDITIONAL CONDITIONS OF CONTRACT

1. Correction of arithmetic errors.-

Provided that Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis, namely: -

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to vary Quantities.-

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not more than 50% of the value of Goods of the original contract. If the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one bidder at the time of award.-

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder,



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whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature,

then in such cases, the quantity may be divided between the Bidders, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.



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ANNEXURE-E :
SELF-DECLARATION - NO BLACKLISTING
{to be filled by the bidder}

To,
{Tendering Authority},

In response to the Tender/ NIT: RSJA/TRNG./2019-20/24 Dated 20/02/2020 for {Project Title}, as an Owner/ Partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



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ANNEXURE-F: DRAFT AGREEMENT FORMAT

(As per rules on Non-Judicial Stamp Paper of 0.25% of tender cost or 15,000/- maximum)
{to be signed by selected bidder(s) and tendering authority}

An agreement made this _____ (enter date of Agreement) between _____ (enter your firm's name & address) (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the RSJA which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved supplier has agreed with the RSJA to supply to the **Director, Rajasthan State Judicial Academy, Jodhpur, Rajasthan** on behalf of (enter name of client organization) to its various Offices, all those articles set forth in our Work Order No.

_____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs. _____ in the form of: -

- a) Cash/ Bank Draft No./ Banker Cheque/ Bank Guarantee No. _____ dated. _____ valid upto _____.
- b) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- c) National Savings Certificates / Defence Savings Certificates / Kisan Vikas Patras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to RSJA.

Now these Presents witness:

- 1) In consideration of the payment to be made by the RSJA through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our Work Order No. _____ dated ___/___/20___ thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- 2) The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice NIT: _____/RSJA/ 2019-20/.....Dated _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) Letter Nos. _____ dated _____ received from {bidder} and letter Nos. _____ Dated _____ issued by the RSJA. and appended to this agreement shall also form part of this agreement.
- 4) The RSJA do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RSJA will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- 5) The mode of payment will be as specified in this bidding document/ work order. The prescribed scope of work/ requirement of services and deployment of technical resources shall be effected and completed within the period as specified in the Work Order. In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be



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made on the basis of following percentages of value of stores/ works which the bidder has failed to supply or complete the work.

No.	Condition	LD %
I.	Delay up to one fourth period of the prescribed delivery period of the lot & completion of work	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of the lot & completion of work	5.0 %
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of the lot & completion of work	7.5 %
IV.	Delay exceeding three fourth of the prescribed delivery period of the lot, & completion of work	10.0 %

Note:

- Fraction of a day in reckoning period of delay in supplies and completion of work shall be eliminated, if it is less than half a day.
- The maximum amount of liquidated damages shall be 10% of the desired Lot.
- *The percentage refers to the payment due for the associated milestone/lot.

If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of the bidder.

Warranty/ Services shall be provided by the bidder as per terms and conditions of the RFP and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the RSJA and the decision of the RSJA shall be final.

In witness whereof the parties hereto have set their hands on the ____ day of ____ (Year).

Signature with Seal of the Approved
supplier/ bidder

Designation:

Date:

Witness No.1

Signature for and on behalf of
Director, RSJA, Jodhpur

Designation:

Date:

Witness No.1

